

The Afghanistan Engineering Support Program assembled this deliverable. It is an approved, official USAID document. Budget information contained herein is for illustrative purposes. All policy, personal, financial, and procurement sensitive information has been removed. Additional information on the report can be obtained from Firouz Rooyani, Tetra Tech Sr. VP International Operations, (703) 387-2151.



## Kandahar Operations Support Base Plan Rev 2

Project: <b>WO-LT-0093 – Kajaki CMS</b>	Date: <b>August 09, 2016</b>
Coordinates: <b>Lat 32°18'56.53"N Long 65°07'25.59"E</b>	Location: <b>Kajaki Dam, Helmand Province</b>

### PRESENTED TO

**United States Agency for International  
Development (USAID)  
Office of Economic Growth and  
Infrastructure (OEGI)**

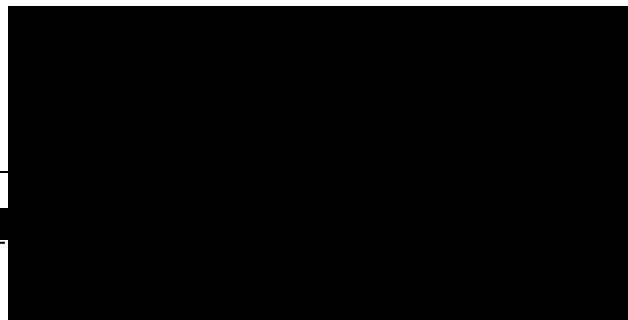
Great Massoud Road  
Kabul, Afghanistan

### PRESENTED BY

**Tetra Tech, Inc.  
Afghanistan Engineering Support Program  
Contract No. EDH-I-00-08-00027-00  
Task Order No. 1**

Shash Darak  
Kabul, Afghanistan

Tetra Tech, Inc.



## EXECUTIVE SUMMARY

This Kandahar Operations Support Base Plan was prepared in fulfillment of Task 2e, under Long Term Work Order WO-LT -0093 Kajaki Construction Management Services (CMS). The Kandahar Operations Support Base Plan includes information regarding food services operations, as well as facilities maintenance activities and scope. This plan is submitted to USAID for review and acceptance, in accordance with the WO-LT-0093 Kajaki CMS Work Plan, approved on January 9, 2016.

Rev 2 of the Kandahar Operations Support Base Plan includes slight modifications to the scope as a result of the change in service providers from Skylink to AMTEX.

### DISCLAIMER

The author's views expressed in this publication do not necessarily reflect the views of the United States Agency for International Development or the United States Government.

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## 1.0 KANDAHAR OPERATIONS SUPPORT BASE

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The Kandahar Operations Support Base (OSB) is located on the Amtex complex. While the OSB was originally planned to be at the Skylink base, Skylink was no longer able to provide these services as a result of the termination of their helicopter transport services subcontract. As a result, a competitive cost analysis was conducted and Amtex was selected as the alternate provider. The Amtex subcontract is included as Appendix A.

The Amtex facility is located adjacent to Kandahar International Airport.

## 2.0 FOOD SERVICES

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Amtex will provide all personnel and food in support of the catering services to expatriate and local national personnel at the Kandahar Operations Support Base. Specifics of the Scope are defined below:

**Place of Performance:** Kandahar Province

**Number of Expatriate Staff to be served:** 2

**Number of Local National Staff to be served:** 1-6

**Amtex Provided Facilities and Services:**

- Drinking Water
- Perishable and non-perishable food items
- All Facilities and Installations
- Utilities
  - Electricity
  - Cooking gas
  - Potable water
  - Sewage and waste storage and removal
- Consumables
  - Trash Bags
  - Aluminum and Plastic Foil
  - Paper Products (napkins, kitchen paper, toilet paper, etc.)
  - Pest Control
- Accommodation and Life Support at Kandahar
  - Accommodation for personnel
  - Toilet / ablution for personnel
  - Security services

## 2.1 FOOD SERVICES PROVIDER

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Amtex will prepare and serve meals to all expatriate and local national personnel as required under our contractual obligations seven (7) days per week, three (3) times per day to include, breakfast, lunch and dinner. Amtex will be responsible for the purchase and payment of all food products.

## 3.0 FACILITIES

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Amtex will provide office and residential facilities to Kandahar Operations Support Base personnel, as well as to transient personnel on an as-needed basis. Tetra Tech will procure and maintain an internet services subcontractor. Amtex will maintain and repair facilities and related equipment as needed, to include resupply of consumable items.

### 3.1 ACCOMMODATION

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As accommodations are limited, expatriates will be housed in single occupant standard rooms. For local nationals, efforts will be made to billet personnel in single person rooms but this will be subject to change according to demand. There will be some multi person billets available which may be utilized as transit accommodations.

#### 3.1.1 Facilities and Available Services

Each resident, whether permanent or temporary, will have access to the following without discrimination:

- Accommodation will be provided for all personnel according to permanent or resident status.
- Offices.
- Operations Room.
- Access to Wi-Fi Internet.
- Three meals per day, consisting of breakfast, lunch and dinner.
- Washing and showering facilities, there are toilets, showers and washing facilities in all areas of the accommodation buildings.
- Laundry facilities are available as required.

## 4.0 OPERATIONS

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### 4.1 TRANSIENT PERSONNEL SERVICES

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Amtex is available to provide billeting and feeding for transient personnel on an as-needed basis. Transient personnel are expected to coordinate with the Kandahar Operations Manager and Amtex Operations staff to obtain the required arrangements.

### 4.2 KANDAHAR AIRFIELD OPERATIONS BASE

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The Kandahar Airfield Operations Base is located on the Amtex Compound, and is within 4 kilometers of the primary Helicopter Landing Zone (HLZ). The Mi8-MTV HLZ is on J-Ramp.

### 4.3 RESPONSIBILITIES

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The Kandahar Operations Manager and his support staff are responsible for coordinating all air movements. Additionally, the Kandahar Operations Manager tracks and records all movements of personnel and cargo to and from Kandahar and Kajaki. This involves the following:

- a. Air Operations
  - a. Preparing Air Tasking Orders (ATO)
  - b. Receiving and processing travel request forms
  - c. Coordinating all personnel movements in and out of Kandahar
  - d. Receiving, preparing, and staging cargo

- e. Loading and unloading oversight of cargo
- b. Ground Operations
  - a. Coordinating with ground transport subcontractors
  - b. Receiving, preparing, and staging cargo
  - c. Loading and unloading oversight of cargo
- c. Procurement
  - a. Receiving and processing procurement requests from the Kajaki Site Manager
  - b. Purchasing and receiving equipment and materials
  - c. Procuring goods and services as required

## 4.4 LAYDOWN AREA

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Contractor specific equipment and materials are stored and secured at the 77 Construction laydown yard. Amtex provides laydown within the Amtex compound for Tetra Tech specific materials and equipment.

## 5.0 TRANSPORTATION

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Transportation within the airfield is facilitated by Commander Kandahar Airfield (COMKAF) badging and executed by armored vehicles. Transportation outside the airfield for procurement purposes is conducted with soft skinned vehicles by local nationals.

Transportation to and from Kajaki is accomplished via rotor wing support. In the event that rotor wing support is not available, ground transport will be provided by a local subcontractor and outlined in a Ground Transport Plan, which will be approved by USAID. Tetra Tech does not currently have any subcontract with a ground transport provider, but will engage with a subcontractor when/if required. It can and does provide ground transportation to the airport, as needed, via armored vehicles.

## 6.0 HEALTH AND SAFETY

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### 6.1 GENERAL

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The Health and Safety Rules for Kandahar Operations Support Base are in accordance with Engineers' Manual (EM) 385-I-I.

### 6.2 SECURITY SERVICES

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Security services are provided by Amtex.

Weapons may ONLY be carried on site by security personnel registered to GardaWorld. Any and all other personnel who are in possession of personal weapons of any type or caliber must hand their weapons and ammunition in to GardaWorld upon arrival on site.

If it is deemed necessary, suitable personnel will be re-issued their personal weapons and they will be mustered under the command of GardaWorld personnel until such time as the situation requires it, after this time weapons will be returned to the custody of the GardaWorld.

Security of the Kandahar International Airport and the surrounding area is 100 percent Afghan-owned. The outer perimeter is operated and manned by the Afghan National Army (ANA) with their actual numbers and rotations are not published. The inner perimeter is manned and operated by the Afghan National Police (ANP). The ANP control the Entry Control Point (ECP) to the Kandahar International Airport, and they operate in four towers adjacent to the airfield itself. Both the ANA and ANP conduct mobile security patrols around Kandahar Airport. Amtex provides its own local security independent of the Kandahar Airfield.

### 6.3 ACTIONS ON THREATS

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All actions on threats will be explained in detail and if necessary practiced under the strict supervision of GardaWorld.

If personnel are instructed to carry out any action by any GardaWorld security operator, they will do so immediately and without question.

### 6.4 TOBACCO, ALCOHOL AND ILLEGAL DRUGS

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Cigarettes, cigars, and other forms of tobacco or e-cigarettes are permissible on the Amtex compound. Personnel that wish to partake in tobacco products may do so but only in designated smoking areas. These spaces are clearly displayed on the camp via wood benches/tables with a white stand and large red ashtray attached to it. There are no other designated places to smoke on the Amtex Camp.

There will be no illegal drugs on the Amtex Camp. Should anyone be caught with either, the appropriate actions will be taken.

## **APPENDIX A – AMTEX LODGING AND LOGISTICS SUBCONTRACT**

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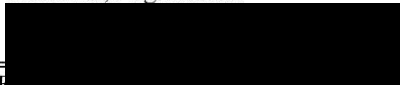








**Afghanistan Engineering Support Program (AESP)**  
**USAID Contract No. EDH-I-00-08-00027-00, Task Order 01**

**FIRM FIXED UNIT PRICE PURCHASE ORDER**

**Accommodation and Business Support Services – Kandahar**

<b>1. Purchase Order No: 381</b> <b>Project Code: EDH-I-08-00027-00</b> <b>Task Order No. 1</b>		<b>2. AWARD DATE:</b> 26 April, 2016	<b>3. DELIVERY DATE:</b> 8 November, 2016						
<b>4. PERIOD OF PERFORMANCE:</b> 26 April, 2016 To 8 November, 2016									
<b>5. VENDOR NAME &amp; ADDRESS</b>  AMTEX Global Solutions AMTEX Village and Business Park Across from OP-1 Kandahar Airfield Kandahar, Afghanistan 		<b>6. PLACE OF DELIVERY/ACCEPTANCE:</b>  Tetra Tech/AESP Street 1, House 2 Opposite Bagh-e-Quloob Shash Darak Kabul, Afghanistan							
<b>7. VENDOR CONTRACTUAL POC:</b> 		<b>10. TETRA TECH CONTRACTUAL POC</b>  <b>CONTRACTS &amp; PROCUREMENT DEPT.</b> E-mail: aesp.procurement@tetrattech.com 							
<b>8. VENDOR PROJECT MANAGER:</b> 		<b>11. TETRA TECH TECHNICAL POC:</b> 							
<b>9. VENDOR REGIONAL MANAGER: NA</b>									
<b>12. TYPE OF SUBCONTRACT AND CEILING</b>  This is a <b>Firm Fixed Unit Price Purchase Order</b> with a ceiling in the amount not to exceed <b>\$76,050.00 (Seventy Six Thousand Fifty United State Dollars)</b> . The price shall not be changed under any circumstance without prior written approval from Tetra Tech/AESP's Chief of Party.									
<b>13. TYPE OF BUSINESS/INSTITUTION (Check all that apply)</b> VENDOR certifies that they are: <table border="0"> <tr> <td><input type="checkbox"/> Non-Profit</td> <td><input checked="" type="checkbox"/> For-Profit</td> </tr> <tr> <td><input type="checkbox"/> Large Business</td> <td><input type="checkbox"/> College or University</td> </tr> <tr> <td><input type="checkbox"/> Small and Disadvantaged Business</td> <td><input type="checkbox"/> Non U.S.-Owned/Operated</td> </tr> </table>				<input type="checkbox"/> Non-Profit	<input checked="" type="checkbox"/> For-Profit	<input type="checkbox"/> Large Business	<input type="checkbox"/> College or University	<input type="checkbox"/> Small and Disadvantaged Business	<input type="checkbox"/> Non U.S.-Owned/Operated
<input type="checkbox"/> Non-Profit	<input checked="" type="checkbox"/> For-Profit								
<input type="checkbox"/> Large Business	<input type="checkbox"/> College or University								
<input type="checkbox"/> Small and Disadvantaged Business	<input type="checkbox"/> Non U.S.-Owned/Operated								
<b>14. <input type="checkbox"/> IMPORTANT!</b> If checked, this Subcontract shall remain contingent upon USAID approval, which is currently being sought by Tetra Tech. In the event USAID approval is denied, this Subcontract, to the extent that supplies/services have not been authorized, will be canceled without further recourse by either party.									

### GENERAL TERMS AND CONDITIONS

This Purchase Order is issued under U.S. Agency for International Development (USAID) Contract No. EDH-1-08-00027-00, Task Order No.1. Pursuant to FAR Part "52.252-2 CLAUSES INCORPORATED BY REFERENCE", applicable clauses set forth below are incorporated by reference into this subcontract with the same force and effect as if they were set forth in full text. The term "FAR" means Federal Acquisition Regulation as revised on the date of this Subcontract. The terms, "Contractor", "Government", and "Contracting Officer" as used in these clauses shall refer to Vendor, Tetra Tech and Tetra Tech Chief of Party, respectively. In no event shall any provision of this Subcontract be construed as allowing the Vendor to appeal directly to or otherwise communicate directly with the U.S. Agency for International Development (USAID) without prior written consent of the Tetra Tech Chief of Party.

### SCOPE OF WORK

#### Accommodation and Business Support Services – Kandahar

Description of Goods/Services	Unit	Unit Price (USD)	Quantity	Deliverable Number and Date
Expat single occupant Standard Room w/ three (3) Restaurant Meals Daily	Room		Based on Release Order	As per Each Release Order
LN Shared Room w/ three (3) Restaurant Meals Daily for each occupant	Room		Based on Release Order	As per Each Release Order
LN Shared Room w/ three (3) LN DFAC Meals Daily for each occupant	Room		Based on Release Order	As per Each Release Order
80 M2 Office space (unfurnished) 5Mbps Internet for 3 work stations	Month		Based on Release Order	As per Each Release Order

AMTEX Global Solutions is to provide all Goods/Services listed above and/or on any continuation sheet(s) attached hereto for The Firm Fixed Unit Price specified above with a ceiling in the amount not to exceed (Seventy Six Thousand Fifty United State Dollars). Amount specified in accordance with the terms and conditions set forth herein and in any accompanying Solicitation as may have been issued. The rights and obligations of the Parties hereto shall be subject to and governed by the following documents in the order listed: (a) this Award Cover Sheet (including reverse and/or any continuation sheets) and Schedule, (b) the Tetra Tech Solicitation Package (if any), (c) the USAID Prime Contract, (d) proposal, and (e) such other attachments, exhibits, certifications and representations as may be incorporated herein by reference or in full. In the event of a conflict between the terms and conditions of this document (including solicitation if cited) and any form, agreement, letter or document of the Subcontractor this document shall govern.

Date: May 1, 2016

Date: MAY 1, 2016

Date: 1 May 2016

**1.0 RELEASE ORDER(S)**

Tetra Tech will provide, each month or part thereof as the case may be, a Release Order (copy provided in Appendix C) for each purchase of service(s) under this Purchase Order as requested by Tetra Tech for the period applicable. (Service provided may include room, furnishings, barracks, office or other service area within the AMTEX Village.) When the initial Release Order is issued for a service the VENDOR and the Tetra Tech representative using the service will take photos of the service area and attach them to the initial Release Order (room, furnishings, office or whatever service area applies). In addition any observable damage will be listed on the Release Order. The VENDOR will make a copy of the Release Order with photos which will be signed by VENDOR and Tetra Tech representatives and VENDOR will provide the copy for record to the Tetra Tech representative who will then remit the copy to the Tetra Tech Contracts & Procurement Manager.

If a Release Order is not continued, month to month or part thereof for any service, the VENDOR and a representative of Tetra Tech will inspect the area of service which will not be continued to be used by Tetra Tech and compare the service area to the service area as reflected in the initial Release Order photos of the service area. The VENDOR will provide a list of damage with estimated cost of repair it has determined by inspection. The Tetra Tech representative will examine and confirm the list of damage and the estimated cost of repair to be actual as compared to the initial Release Order photos. The VENDOR will then invoice Tetra Tech for the reasonable cost of repairing the damage. Should the Tetra Tech and VENDOR representatives not agree on the damage or cost of repair they shall refer the disagreement to progressively more senior staff of the VENDOR and Tetra Tech until agreement is achieved.

**2.0 QUALITY ASSURANCE**

Vendor shall institute an appropriate inspection system set forth in a quality assurance plan for specific deliverable. VENDOR shall correct and improve promptly any shortcomings and substandard conditions noted during inspections or upon Tetra Tech's identification any shortcomings and substandard conditions after receipt of deliverables or supplies. VENDOR shall bring any conditions beyond the responsibility of VENDOR to the attention of Tetra Tech's Operations Manager.

**3.0 OFFER AND ACCEPTANCE**

This Purchase Order is an offer to buy goods herein described on the terms and conditions herein stated. This offer may be revoked by TETRA TECH at any time before it is accepted by Vendor. Acceptance by Vendor shall be made either by return of a signed acknowledgment of the Purchase Order or by performance thereunder. Performance by Vendor is express acceptance of these terms and conditions.

**4.0 INSPECTION AND REJECTION OF GOODS**

TETRA TECH reserves the right to inspect and count all goods. TETRA TECH may reject defective or non-conforming goods and shall have no obligation to pay for such goods, and these goods will be held for Vendor's instructions at Vendor's cost and risk. Acknowledgment of delivery or payment for goods prior to inspection shall not be deemed to constitute an acceptance of the goods or a waiver of TETRA TECH's right to reject them.

**5.0 INSPECTION BY TETRA TECH'S LEADS AS NEEDED**

The TETRA TECH Chief of Party or his designee shall inspect from time to time the services being performed and the supplies furnished to determine whether the Work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards. VENDOR shall be responsible for any countermeasures or corrective action, within the scope of this subcontract.



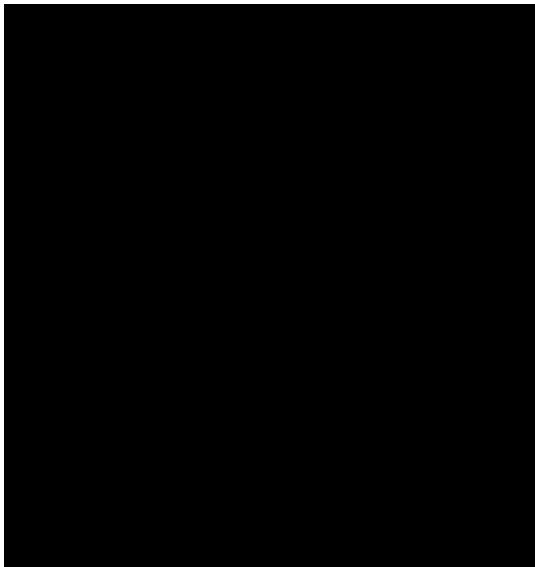
6.0 **INSPECTION BY THE DESIGNATED USAID REPRESENTATIVE**

The designated USAID representative may conduct inspections from time to time of the work being performed to determine whether the Work is being performed in a satisfactory manner, and that all materials are of an acceptable quality. VENDOR agrees to cooperate fully with requests for inspection from TETRA TECH.

7.0 **PAYMENTS**

Payment will be paid in full within (30) days of receipt of invoice by Tetra Tech, or as soon after inspection of the delivered goods and services. Vendor shall invoice at the time of receipt of a Release Order from Tetra Tech. Payment shall be by Electronic funds Transfer (EFT) directly to the bank account of the Vendor or by check.

All invoices should be addressed to:



*ment Department.*

A proper invoice must clearly indicate the following information:

- Contract # **EDH-1-08-00027-00 , Task Order No.1,**
- Release Order Number:
- Project Name: **Afghanistan Engineering Support Program (AESP)**
- Vendors Name and Remittance Address:
- Invoice Date and Number:
- Specific deliverable(s)

The following information should be included with the invoice in order to expedite the wiring of payment:

- Account Name:
- Account #:
- Bank Name:
- SWIFT#:
- Correspondent US Bank:
- Correspondent ABA #:

- Correspondent Account #:

*All payments are subject to the reduction of taxes as required by local or any other applicable law.*

In addition, the certification as provided in Appendix A shall be included in all invoices and signed by an authorized representative of the Vendor.

**8.0 DIFFERENT OR ADDITIONAL TERMS**

TETRA TECH hereby objects to any different or additional terms or conditions proposed by Vendor. Said different or additional terms will not be binding upon TETRA TECH unless accepted in writing by TETRA TECH's Chief of Party. TETRA TECH's receipt and acceptance of goods ordered in no way implies its consent to any different or additional terms or conditions proposed by Vendor.

**9.0 MODIFICATION, WAIVER AND RESCISSION**

This Purchase Order can be modified or rescinded, and claims or rights under it can be waived, only in writing by TETRA TECH's Chief of Party.

**10.0 QUALITY CONTROL**

Vendor shall perform quality control review of those products furnished by Vendor. Vendor shall follow appropriate and acceptable quality control and documentation procedures. Upon request by TETRA TECH, and at no additional cost, Vendor shall provide TETRA TECH in writing what quality control procedures will be followed, which features of the product will be tested and when, and the names and qualifications of the quality control reviewers. Upon request, Vendor will provide TETRA TECH evidence that quality control was performed.

**11.0 PRICES**

The prices specified herein are the Purchase Order and subsequent Release Order fixed unit prices, they are firm and not subject to change except as expressly provided herein or by amendment executed by TETRA TECH. Prices exclude all taxes and duties. Vendor has been provided a tax exempt letter by Tetra Tech. Vendor must pursue with the appropriate ministry its own flow down tax exemption applicable to the payments made by Tetra Tech. In the event Vendor is not provided a flow down tax exemption by the ministry responsible for taxation the Vendor will notify Tetra Tech immediately and Tetra Tech will in good faith assist the Vendor in addressing tax exemption with the responsible ministry.

**12.0 CHANGES**

TETRA TECH reserves the right to make changes in the specifications of any goods or services covered by this Purchase Order and subsequent Release Orders. If such changes cause an increase or decrease in the cost of or time required for performance, an equitable adjustment in the price and/or delivery schedule shall be negotiated.

**13.0 WARRANTY**

Vendor warrants that all goods and services covered by this Purchase Order will conform to the specifications, samples or other descriptions furnished or specified by TETRA TECH.

**14.0 TERMINATION FOR NON-PERFORMANCE OR BREACH**

Time is of the essence in all deliveries and other performance hereunder. In addition to other remedies it may have including the right to collect damages, TETRA TECH reserves the right to terminate all further performance of this Purchase Order if the Vendor does not make deliveries

or other performance as specified in the Purchase Order or if the Vendor breaches any of the terms contained herein. TETRA TECH may also terminate the Purchase Order in the event of the insolvency of Vendor, the filing of a voluntary petition to have Vendor declared bankrupt (provided it is not vacated within 30 days of filing), the appointment of a Receiver or Trustee for Vendor (provided it is not vacated within 30 days of its date), or the execution by Vendor of an assignment for the benefit of creditors.

**15.0 TERMINATION FOR CONVENIENCE**

TETRA TECH may terminate and cancel in whole or in part Vendor's further performance and TETRA TECH's obligations at any time by notice to Vendor confirmed in writing. In the event of receipt of written notice of termination, Vendor shall immediately transfer and deliver to TETRA TECH free of any liens and encumbrances any goods or portion thereof completed or in process. In the event of termination for convenience, Vendor shall be entitled to an amount which bears the same proportion of the total price determined as of the date of termination as the conforming items reasonably accepted by TETRA TECH following the notice of termination. To the extent this Purchase Order calls for items which are to be specially fabricated to TETRA TECH's order, Vendor shall only be entitled to an equitable amount to cover its direct costs reasonably expended or committed to third parties prior to termination and Vendor's reasonable costs for prompt orderly termination (less salvage value and amounts, recoverable by Vendor) plus an equitable profit in relation thereto. If TETRA TECH incorrectly and in good faith terminates Vendor for breach, such shall be deemed to be a termination convenience by TETRA TECH and payment shall be made in accordance with this paragraph. In no event shall TETRA TECH's liability or Vendor's recovery under or with respect to any termination of this Purchase Order exceed the Purchase Order price as determined at the time of the termination or breach. This section shall not be construed as limiting any other rights or remedies available to TETRA TECH.

**16.0 PATENTS**

Vendor warrants that the use or sales of the goods delivered hereunder will not infringe upon the claims of any patent. Vendor agrees to defend at its sole expense all suits based upon any alleged patent infringement and to hold TETRA TECH harmless from any damages resulting therefrom.

**17.0 ASSIGNMENT**

Vendor shall not assign this Purchase Order, nor any monies due or to become due hereunder, without TETRA TECH's prior written consent. TETRA TECH may assign this Purchase Order or any obligations hereunder to any of its affiliates, successors in interest or customers upon giving written notice to the Vendor.

**18.0 COMPLIANCE WITH LAWS**

Vendor warrants that it will comply with all applicable laws, regulations and policies or other applicable provisions.

**19.0 INDEMNIFICATION**

To the extent permitted by the applicable law, Vendor agrees to defend TETRA TECH against all claims and suits, and to indemnify and save it harmless from any expense, loss or damage, (1) resulting from actual or alleged infringement of a patent or trade secret, (2) arising out of any act or omission of Vendor or its employees in entering onto the property of TETRA TECH or of another to install, service or modify materials supplied by Vendor or others, (3) arising out of breach by Vendor of any of the warranties contained herein, or (4) resulting from the Vendor's failure to pay any of its suppliers or Vendors. Vendor shall appear, after notice and defend at its own expense any suits or other proceedings against TETRA TECH, its successors, assigns,

customers and users of its products, in which the items for which the Vendor has given TETRA TECH indemnification are alleged.

20.0 **CONFIDENTIALITY**

All drawings, patterns, jigs, specifications and information contained in this Purchase Order are and shall remain confidential property of TETRA TECH. Vendor shall make no use whatsoever of them except in performing this order and shall not disclose any confidential information to any third party except to the extent necessary in performing this order. All such items shall be held at Vendor's risk and shall be returned to TETRA TECH upon completion of the order if TETRA TECH so requests.

21.0 **OTHER DOCUMENTS INCORPORATED BY REFERENCE**

All written, printed, stamped or electronic matter, documents, drawings or files attached or referred to in Attachment B to this Purchase Order shall be incorporated by reference and shall be a part hereof.

## APPENDIX A – Invoice Certification

The following certification is required to be included and signed by an authorized representative of the Subcontractor or Supplier,

Vendor Name:

Period of Performance:

Work Order Number:

Invoice Number:

### Certification:

I hereby certify, to the best of my knowledge and belief, that

- (1) This invoice and any attachments have been prepared from the books and records of the Vendor in accordance with the terms of the Subcontract, and to the best of my knowledge and belief, they are correct;
- (2) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (3) The quantities and amounts involved are consistent with the requirements of the Subcontract;
- (4) That other costs claimed are allowable and are actual direct costs incurred in performance of the Subcontract, and have been paid by the Subcontractor;
- (5) All payments due to Subcontractor and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with the requirements of Chapter 39 of Title 31, United States Code;
- (6) Appropriate refund shall be made to Tetra Tech promptly upon request in the event of disallowance of any costs by USAID resulted from any inconsistency for services to be performed and/or goods to be supplied under the terms and conditions of the Subcontractor; and
- (7) This certification is not to be construed as final acceptance of the Subcontractor's performance.

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Signature	Name	Position	Date
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## APPENDIX B

### **USAID Federal Acquisition Regulation (FAR) and Agency for International Development Acquisition Regulations (AIDAR) required clauses for all subcontracts and purchase orders exceeding \$3500**

The following clauses are incorporated from the Prime Task Order and are applicable to this Subcontract:

#### **13.7 TRAFFICKING IN PERSONS (OCTOBER 2010) 52.222-50, Combatting Trafficking in Persons (March 2015)**

(a) *Definitions.* As used in this clause—

“Agent” means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

“Coercion” means—

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Commercially available off-the-shelf (COTS) item” means--

- (1) Any item of supply (including construction material) that is—
  - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
  - (ii) Sold in substantial quantities in the commercial marketplace; and
  - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Forced labor” means knowingly providing or obtaining the labor or services of a person—

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to

believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” includes a condition of servitude induced by means of—

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

“Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) *Policy.* The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not—

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5)

(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;

- (ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- (6) Charge employees recruitment fees;
- (7)
  - (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment--
    - (A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
    - (B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that--
  - (ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is--
    - (A) Legally permitted to remain in the country of employment and who chooses to do so; or
    - (B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;
  - (iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.
- (8) Provide or arrange housing that fails to meet the host country housing and safety standards; or
- (9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and

regulations that prohibit trafficking in persons.

(c) *Contractor requirements.* The Contractor shall—

(1) Notify its employees of—

- (i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and
- (ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.*

(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of—

- (i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and
- (ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in—

- (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
- (2) Requiring the Contractor to terminate a subcontract;
- (3) Suspension of contract payments until the Contractor has taken appropriate remedial action;
- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- (5) Declining to exercise available options under the contract;
- (6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (7) Suspension or debarment.

(f) *Mitigating and aggravating factors.* When determining remedies, the Contracting Officer may consider the following:

- (1) *Mitigating factors.* The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.
- (2) *Aggravating factors.* The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation.*

- (1) The Contractor shall, at a minimum—
  - (i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;
  - (ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;
  - (iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and
  - (iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.
- (2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not—

- (i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;
- (ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or
- (iii) Restrict the Contractor from—
  - (A) Conducting an internal investigation; or
  - (B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan.*

- (1) This paragraph (h) applies to any portion of the contract that—
  - (i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States;



and

(ii) Has an estimated value that exceeds \$500,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate—

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) *Minimum requirements.* The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at [help@befree.org](mailto:help@befree.org).

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting.*

(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) *Certification.* Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that—

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either—

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that—

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds \$500,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter.

The certification shall cover the items in paragraph (h)(5) of this clause.

(End of clause

**ATTACHMENT 1**  
**SPECIAL PROVISIONS**

The following clauses are incorporated from the Prime Task Order and are applicable to this Subcontract:

**A.1 AUTHORIZED GEOGRAPHIC CODE**

USAID has eligibility rules concerning goods and commodities, commodity related services, and suppliers of goods and services (other than commodity related services). These rules are set forth in 22 CFR 228 and Series 300 of USAID's Automated Directives System (ADS-300), which, as amended from time to time, are incorporated by reference as a part of this Subcontract (see the clause entitled "Source, Origin, and Nationality Requirements" [AIDAR 752.225-70]).

The authorized geographic code for procurement of goods and services under this Subcontract is "935." Local procurement is authorized subject to the provisions of AIDAR 752.225-71, "Local Procurement (FEB 1997)".

**(a)Restricted Goods**

Pursuant to the clause of the Subcontract entitled "Source, Origin, and Nationality Requirements" (AIDAR 752.225-70), Vendor shall not purchase (or, for motor vehicles, take a long-term [i.e., six months or longer] lease for) restricted goods. Restricted goods are: (1) agricultural commodities; (2) motor vehicles; (3) pharmaceuticals and contraceptive items; (4) pesticides; (5) fertilizers; (6) used equipment; and (7) U.S. Government-owned excess property. Vendor may not purchase restricted goods without advance written approval of the Tetra Tech Contract Manager and USAID Contracting Officer.

**(b)Nationality, Source, and Cargo Preference**

In order to be eligible for USAID financing all goods and services provided by Vendor under this Subcontract shall have their nationality, source, and origin in those countries listed in USAID Geographic Code in effect on the date of acquisition and/or in ("Eligible Countries"). However, the source rule does not apply to goods owned by the Contractor prior to bid opening. Citizens of any country or area, and firms and organizations located in or organized under the laws of any country or area which is not included in USAID Geographic Code 935 are ineligible for financing by USAID as suppliers of services or commodities or as agents acting in connection with the supply of services or commodities, except that non-U.S. citizens lawfully admitted for permanent residence in the United States are eligible regardless of such citizenship.

**A.2 EXECUTIVE ORDER ON TERRORISM FINANCING (AAPD 02-04, Mar 2002)**

The Vendor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Vendor/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all Subcontract/sub-awards issued under the Prime Contract.

In addition to conducting a background check for any new personnel, Vendor agrees to conduct a search for the prospective employees name on the following site:

<http://www.treasury.gov/offices/enforcement/ofac/sdn/index.html>

A print out from the website verifying that the prospective new employee's name does not appear



on the list shall be submitted to the Contracts Manager for Tetra Tech records.

### **A.3 FOREIGN CORRUPT PRACTICES ACT**

In the performance of its obligations under this Agreement, Vendor, its officers, directors, agents and employees shall comply strictly with all applicable laws, regulations and orders including but not limited to the Foreign Corrupt Practices Act of the United States. Vendor hereby acknowledges and agrees that certain laws of the United States of America prohibit any person from making any payment of money or anything of value, directly or indirectly, to any government official, political party, or candidate for political office for the purpose of obtaining or retaining business. Vendor hereby represents and warrants that, in the performance of its obligations hereunder, it has not made or offered to make, and will not make or offer to make, any such proscribed payment. Any such practice will be grounds for cancelling the award of this contract and for such other additional actions, civil and/or criminal as may be applicable.

### **A.4 USAID DISABILITY POLICY - ACQUISITION (DECEMBER 2004)**

- (a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website:

<http://www.usaid.gov/about/disability/DISABPOL.FIN.html>.

- (b) USAID therefore requires that the Vendor not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing this Subcontract. To that end and within the scope of the Subcontract, the Vendor's actions must demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.

### **A.5 ANTI-TRAFFICKING**

- (a) The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this Subcontract may be used to promote, support, or advocate the legalization or practice of prostitution. Nothing in the preceding sentence shall be construed to preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked.
- (b) Tetra Tech may terminate this Subcontract, without penalty, if the Subcontractor (i) engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time that the grant, Subcontract, or cooperative agreement is in effect, or (ii) uses forced labor in the performance of the grant, subcontract, or cooperative agreement.

#### **A.6 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS**

Tetra Tech reserves the right to terminate this Subcontract, to demand a refund, or take other appropriate measures if the Subcontractor is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140 and ADS 206.

#### **A.7 HOST COUNTRY TAXES**

- (1) Pursuant to the bilateral agreement between the United States Government and the host country government, the Subcontractor and those of its employees who are not citizens or permanent residents of the host country shall be free of all taxes, fees, levies, customs, or impositions imposed under laws in effect in the host country with respect to all works and services performed under this contract. This exemption includes all customs, duties, and registration fees.
- (2) With respect to shelf items, "identifiable" taxes, fees, customs, levies, or impositions of the Government or any subdivision thereof are those which are added to the price of goods or services and stated separately on invoices for same. These charges are subtracted from the price at the time of purchase. With respect to items imported for the project, any such taxes, fees, customs, levies or impositions shall be paid by the Employer.
- (3) The personal effects (including vehicles) of the Vendor and those of its employees who are not citizens or permanent residents of the host country shall be free of all taxes imposed under laws in effect in the host country with respect to such personal effects.
- (4) The Government will allow the Vendor to import free of customs and duties such materials and equipment as may be required for the services under this contract provided such items are either re-exported or transferred to the Government at the conclusion of the contract.

#### **A.8 AIDAR 752.7009 MARKING (JAN 1993)**

- (a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semi finished products which are not packaged.
- (b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this Subcontract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located. (In applicable)
- (c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.
- (d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the COP and Senior Contracts & Procurement Manager; the original should be retained by the Contractor.

**ATTACHMENT 2**  
**GENERAL PROVISIONS**

**FAR and AIDAR Provisions.**

The SUBCONTRACTOR agrees to comply with all applicable requirements, specifications, and conditions of the Prime Contract as are, in turn, incorporated into this Subcontract. Any applicable requirements, specifications, and conditions of the Prime Contract specified by law, are included in this Subcontract. Unless a current version of a clause is specifically incorporated in the body of this Subcontract, to the extent that an earlier version of any such clause is included in the Prime Contract under which this Subcontract is issued, the date of the clause as it appears in such Prime Contract shall be controlling and said version shall be incorporated herein. In all such clauses the term "Contractor" shall mean the SUBCONTRACTOR performing under this Subcontract, the term "Contract" shall mean this Subcontract, and the terms "Government," "Contracting Officer," and equivalent phrases shall mean the Contractor and the Tetra Tech Chief of Party, respectively. It is intended that the referenced clauses shall apply to the SUBCONTRACTOR in such a manner as is necessary to reflect the position of the SUBCONTRACTOR as a SUBCONTRACTOR to the Prime Contractor, to insure the SUBCONTRACTOR'S obligations to the Prime Contractor and the U.S. Government, and to enable the Prime Contractor to meet its obligations under its Prime Contract. Clauses not requiring flow down from the Contractor to the SUBCONTRACTOR, but nevertheless specified herein shall have full force and effect in performance of this Agreement. The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

<http://arnet.gov/far>  
<http://www.usaid.gov>

**FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)**

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	JAN 2012
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997

52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN PURCHASE ORDERING WITH CONTRACTORS DEBARRED SUSPENDED, OR PROPOSED FOR DEBARRMENT	DEC 2010
52.211-12	LIQUIDATED DAMAGES – CONSTRUCTION	SEP 2000
52.211-13	TIME EXTENSIONS	SEP 2000
52.215-2	AUDIT AND RECORDS – NEGOTIATION	JUN 1999
52.215-10	PRICE REDUCTION FOR DEFECTIVE COSTS OR PRICING DATA – MODIFICATION	AUG2011
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 2010
52.215-13	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.222-50	COMBATING TRAFFICKING IN PERSONS	MAR2015
52.228-04	WORKSER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR 1984
52.228-07	INSURANCE – LIABILITY TO THIRD PERSONS	MAR1996
52.232-20	LIMITATION OF COST	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.242-14	SUSPENSION OF WORK	APR 1984
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW	MAY2011
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-4	PATENT INDEMNITY--CONSTRUCTION CONTRACTS	DEC 2007
52.229-6	TAXES--FOREIGN FIXED-PRICE CONTRACTS	JUN 2003
52.232-17	INTEREST	OCT 2010
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986



52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG1996
52.236-2	DIFFERING SITE CONDITIONS	APR 1984
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORKS	APR 1984
52.236-5	MATERIAL AND WORKSMANSHIP	APR 1984
52.236-6	SUPERINTENDENCE BY THE SUBCONTRACTOR	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	NOV1991
52.236-8	OTHER CONTRACTS	APR 1984
52.236-9	PROTECTION OF EXISTING VEGETATION STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	APR 1984
52.236-10	OPERATIONS AND STORAGE AREAS	APR 1984
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	APR 1984
52.236-12	CLEANING UP	APR 1984
52.236-13	ACCIDENT PREVENTION	NOV1991
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	APR 1984
52.236-17	LAYOUT OF WORKS	APR 1984
52.236-26	PRECONSTRUCTION CONFERENCE	FEB 1995
52.242-13	BANKRUPTCY	JUL 1995
52.243-3	CHANGES –TIME—AND—MATERIALS OR LABOR HOURS	SEP 2000
52.243-4	CHANGES	JUN 2007
52.244-5	COMPETITION IN PURCHASE ORDERING	DEC 1996
52.246-12	INSPECTION OF CONSTRUCTION	AUG1996
52.246-13	INSPECTION- DISMANTLING, DEMOLITION	AUG1996
52.246-21	WARRANTY OF CONSTRUCTION	MAR1994
52.248-3	VALUE ENGINEERING--CONSTRUCTION	SEP 2006
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) ALTERNATE I (SEP 1996)	APR 2012
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)	APR 1984

52.253-1	COMPUTER GENERATED FORMS	JAN 1991
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**AID ACQUISITION REGULATIONS (AIDAR) (48 CFR CHAPTER 6)**

752.202-1(b)	DEFINITIONS	JAN 1990
752.202-1(d)	DEFINITIONS FOR OVERSEAS CONTRACTS	DEC 1986
752.204-2	SECURITY REQUIREMENTS	(undated)
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.255-70	SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS	FEB 1997
752.226-2	PURCHASE ORDERING WITH DISADVANTAGED ENTERPRISES	JUL 1997
752.226-3	LIMITATIONS ON PURCHASE ORDERING	JUN 1993
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	(undated)
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	JUL 1997
752.228-9	CARGO INSURANCE	DEC 1988
752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	APR 2006
752.231-71	SALARY SUPPLEMENTS FOR HG EMPLOYEES	OCT 1998
752.245-70	GOVERNMENT PROPERTY - USAID REPORTING REQUIREMENTS	JUL 1997
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.247-70	PREFERENCE FOR PRIVATELY OWNED US FLAG COMMERCIAL VESSELS	FEB 1999
752.7003	DOCUMENTATION FOR PAYMENT	Nov 1998
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7009	MARKING	JAN 1993
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984

## **52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This Subcontract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(s):

<http://www.arnet.gov/far/>  
<http://www.info.usaid.gov/pubs/ads/aidar9-1.pdf>

### **MISSION ORDER 201.04**

#### **Mandatory Clause for Contracts and Awards**

##### **I. 4-14.001 [the Contracting Officer shall modify as appropriate for assistance awards]**

Information for Non-US contracts, subcontracts, and key individuals.

(a) The contractor must complete and submit the "USAID Information Form" in appendix A, for:

- (i) Itself, if it is a non-U.S. entity.
- (ii) Each subcontractor or subcontractor of a subcontractor, regardless of the tier, that is a non-U.S. entity; or
- (iii) Each key individual that is a non-U.S. entity.

(b) For purposes of this clause, the following definition apply;

"Non-U.S. entity" means (1) any non-U.S. citizen or non-permanent legal resident of the United State; or (2) any entity that is not formed in the United State or for which 50% or more of the equity is owned or controlled by persons who are not U.S. citizens or permanent legal residents of the United States.

"Key individuals" means (i) an individual or entity owning 10% or more equity stake in the organization, whether publically-or privately-held; (ii) principals officers of the organization's governing body (e.g., chairman, treasure or secretary of the board of directors or board of trustees); (iii) the principal officer and the deputy principal officer of the organization (e.g., executive director, deputy director; vice president); (iv) the program manager or chief of party for the USAID-financed program; and (v) any other person with significant responsibilities for administration of USAID financed activities or resources.

(c) The requirements of paragraph (a) of this clause must be completed at prior to the Government's acceptance of the contract and following that, at the earlier of:

- (i) Once a year; or
- (ii) When there is a change or addition to any entity or person identified in paragraph

(d) USAID reserve the right to rescind approval for a sub-award in the event that USAID subsequently becomes aware of information indicating that the sub-award is contrary to U.S. Law or policy prohibiting support for terrorism, or facilitating criminal activity. In such cases, USAID's Contracting Officer will provide written instructions to the recipient to terminate the sub-award.

(End of provision)

**II. 4-14.002 [assistance Awards shall use the ATC as set forth in Appendix D]**

Certification Regarding provision of Support to Persons Engaged in Terrorism

- (a) By entering into this contract, the contractor certifies, to the best of its knowledge and belief that:
1. The contractor, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not will not knowingly provide, material support or resources to any individual or entity that commits, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.
  2. The following steps may enable the contractor or comply with its obligation under paragraph 1:
    - a. Before providing any material support or resources to an individual or entity, the Contractor will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked persons, Which list is maintained by the U.S. Treasury's officer of foreign Assets Control (OFAC) and is available online at OFAC's website : <http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf> or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the contractor.
    - b. Before providing any material support or resources to an individual or entity, the contractor also will verify that the individual or entity has not been designated by the United Nation Security (UNSC) sanction committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") individuals and entities linked to the Taliban, Usama bin Laden, or the consolidated list available online at the Committee's website: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.
    - c. Before providing any material support or resources to an individual or entity of which it should be aware.
  3. For purposes of this Certification.
    - a. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications, and other physical assets, except medicine or religious materials."
    - b. "Terrorist act" means-
      - (i) An act of prohibited pursuant to one of the 12 United Nation Convention and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or
      - (ii) An act of premeditated, premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or



- (iii) Any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.
- c. "Entity" means a partnership, association, corporation, or other organization, group or subgroup.
- d. Reference in this certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the contractor has reason to believe that one or more of these beneficiaries commit, advocates, facilitated or participated in terrorist acts.
- e. The contractor's obligations under paragraph 1 are not applicable to procurement of goods and/or services by the contractor that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the contractor has reason to believe that a vendor or supplier of such goods and services commit, attempts to commit, advocates, facilitates, or participated in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.
- (b) By entering into this contract, the Offeror acknowledges that it has a continuing obligation and shall notify the contracting officer within 72 hours in writing if it has internationally or unintentionally taken any action that has the result and effect of being inconsistent with the certification in subsection (a) of this clause.
- (c) The certification in paragraph (a) of this provision and the requirement to update the contracting officer as to a change in status as set forth in paragraph (b) are material representations upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, or did not notify the contracting officer in writing of a change in such certification, in addition to other remedies available to the Government, the contracting officer may terminate the contract resulting from this solicitation for default.

(End of provision)

### **III. Restrictions on certain foreign purchases (June 2008)**

- (a) Except as authorized by office of Foreign Assets Control (OFAC) in the Department of the Treasury, the contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulation at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.
- (b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>. More information about these

restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.

(c) The contractor shall insert this clause. Including this paragraph (c), in all subcontracts.

[In addition to the clauses set forth above, the following clause shall be included in any contract, grant or cooperative agreement awarded by USAID (i.e. USAID prime awards only)]

(d) Before awarding any grant or similar instrument, the Contractor/Recipient shall obtain from the proposed sub-awardee the certification required under USAID's Acquisition and assistance Policy Determination 04-14 (AAPD 04-14), "Certification Regarding Terrorist Financing Implementation E.O. 13224 (Revising 2)

**APPENDIX C**

**MONTHLY RELEASE ORDER FOR SERVICES**

MONTHLY RELEASE ORDER FOR SERVICES				
PHOTOS OF THE SERVICE AREA ARE TO BE ATTACHED TO THIS ORDER				
Order Date:		Vendor Name:		
Period of Order:	From:	To:	Total Days:	
Order Number:			Total Month(s):	
	Description of Service Ordered		Price per period (Day/Month – circle period applicable)	Total Cost for Period (=total days x price per period)
(Indicate room #, office # or area #)				
			Total	
List below any visual damage applicable to the Service area being ordered				
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
16				
18				
Add an additional Release Order as needed to reflect all visual damage in the Service area				

Vendor Representative: \_\_\_\_\_

Vendor Rep. Signature: \_\_\_\_\_

Tetra Tech Representative: \_\_\_\_\_

Tetra Tech Rep. Signature: \_\_\_\_\_